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10 NORTH AMERICAN TITLE INSURANCE COMPANY

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12 PER L.R. IA 11-1(b)

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15 Las Vegas, Nevada 89121

16 **UNITED STATES DISTRICT COURT**

17 **DISTRICT OF NEVADA**

18 BANK OF NEW YORK MELLON,

19 Plaintiff,

20 vs.

21 NORTH AMERICAN TITLE INSURANCE
22 COMPANY,

23 Defendant.

24 Case No.: 2:21-cv-00395-JCM-VCF

25 **STIPULATION TO STAY CASE**

26
27 Defendant North American Title Insurance Company (“NATIC”), on the one hand, and
28 plaintiff Bank of New York Mellon (“BONY”), on the other hand, hereby stipulate and agree as
follows:

29 This is one of many actions pending before the Nevada state and federal courts involving a
30 Lender’s alleged entitlement to coverage under a title insurance policy following an HOA
31 foreclosure sale. BONY filed this specific action in Nevada’s Eighth District Court on March 8,
32 2021;

33 NATIC removed this case to the United States District Court on March 10, 2021.
34 The parties have since engaged with one another about the possibility of settling this and other
35 similarly situated matters involving these specific parties. Due to the number of claims involved,

1 the parties anticipate it may take several months to complete negotiations. In order to preserve
2 resources during this process, the parties stipulate and agree that this matter should be stayed.

3 **NOW THEREFORE**, BONY and NATIC hereby **STIPULATE** and **AGREE** as follows:

4 1. This action shall be **STAYED**;

5 2. Either Party may move to lift this stay at any time.

6 3. The Parties shall provide the District Court with a joint status update regarding the
7 status of their settlement negotiations ninety (90) days after entry of the order on this
8 stipulation.

9 4. In the event this matter does not settle, the parties will submit a proposed scheduling
10 order to the Court.

11 Dated: April 5, 2021

SINCLAIR BRAUN LLP

12 By: /s/-Kevin S. Sinclair

13 KEVIN S. SINCLAIR
14 Attorneys for Defendant
15 NORTH AMERICAN TITLE INSURANCE
16 COMPANY

17 Dated: April 5, 2021

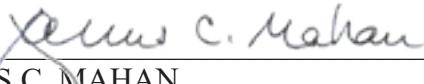
18 WRIGHT, FINLAY & ZAK, LLP

19 By: /s/-Darren T. Brenner

20 DARREN T. BRENNER
21 Attorneys for Plaintiff
22 BANK OF NEW YORK MELLON

23 **IT IS SO ORDERED.**

24 Dated April 7, 2021.

25 
26 JAMES C. MAHAN
27 UNITED STATES DISTRICT JUDGE